



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S		PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 02-Mar-2009		4. REQUISITION/PURCHASE REQ. NO. N0060408ROSBOS		5. PROJECT NO.(If applicable)	
6. ISSUED BY FISC PEARL HARBOR 1942 GAFFNEY STREET, STE 100 ATTN: 200PMRF.LW LAURA WHITTEN PEARL HARBOR HI 96860-4580		CODE N00604		7. ADMINISTERED BY (If other than item 6) PACIFIC MISSILE RANGE FACILITY P.O. BOX 128 KEKAHA HI 96752-0128		CODE N0534A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) [REDACTED]				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00604-09-D-0001			
				X 10B. DATED (SEE ITEM 13) 07-Oct-2008			
CODE		CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: npzlaw 010911325 THE PURPOSE OF THIS MODIFICATION IS TO STANDARDIZE PWS SPEC ITEM NUMBERING IN ALL ANNEXES, REMOVE G.11 INVOICING INSTRUCTIONS FOR WAWF, EDIT G.12 THE DCAA ADDRESS, AND CORRECT G.14 AWARD FEE CALCULATION AND PAYMENT.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TWILA K. BEASLEY / CONTRACT SPECIALIST TEL: 808-473-7546 EMAIL: twila.beasley@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 02-Mar-2009	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

**ANNEX SPEC ITEM NUMBERING**

For the purpose of standardization and inspection, the contract spec item numbers require format adjustments. This will be coordinated with the contractor on an annex-by-annex basis. Programing and sorting issues have occurred due to the current annex spec item numbering format.

Example:

**Current                  Adjusted**

2.1.1	2.01.01
2.1.10	2.01.02
2.1.11	2.01.03
2.1.12	2.01.04
2.1.2	2.01.05
2.1.3	2.01.06
2.1.4	2.01.07
2.1.5	2.01.08
2.1.6	2.01.09
2.1.7	2.01.10
2.1.8	2.01.11
2.1.9	2.01.12

## SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

**G.12 INVOICING INSTRUCTIONS A****G.12 INVOICING INSTRUCTIONS AND PAYMENT TERMS**

a. The Contractor shall submit invoices monthly (public voucher SF 1034) and supporting documentation for each invoice to the cognizant Defense Contract Audit Agency (DCAA) Office pursuant to FAR 52.216-7, Allowable Cost and Payment (DEC 2002) at the following address:

BRANCH MANAGER  
ATTN: SUPERVISORY AUDITOR  
DEFENSE CONTRACT AUDIT-AGENCY  
PACIFIC BRANCH OFFICE  
HAWAII SUB OFFICE  
300 ALA MOANA BLVD., ROOM 1-340

PO BOX 50063

HONOLULU, HI 96813

PHONE NO. 808-541-2740

In addition, submit invoices also to the Pacific Missile Range Facility (PMRF) in electronic format and two (2) paper copies (one (1) copy shall be marked "original") for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals in accordance with the payment clauses in the RFP.

- b. Invoices for the Indefinite Quantity portion of the work shall be submitted with a copy of the Task Order attached. The Contracting Officer will consider partial payments for exceptionally large projects.
- c. Upon notification by the Fee Determination Official of the award fee amount, the Contractor shall submit an invoice for the award fee amount specified.
- d. An invoice is a request for payment under the contract, for supplies, delivered or services rendered. The following minimum detail is required at the subtask level (e.g. sub-ELINs), at the annex and task order summary level, and the contract summary level unless otherwise directed by the Contracting Officer. In order to be proper, an invoice must include as applicable, the following:
  - (1) Invoice date;
  - (2) Name of Contractor;
  - (3) Contract number (including order number if any), and voucher number (numbered sequentially from "1"). Contract line item number, description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
  - (4) Shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on government bills of lading);
  - (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
  - (6) Name (where practicable); title, phone number, e-mail address, mailing address, of person to be notified in the event of an improper invoice; and
  - (7) Any other information or documentation required by other provisions of the contract (such as ACRN as identified in the Accounting and Appropriation date in proportions that reasonably reflect the performance of the work on the contract).

Under the provisions of DFARS 242.803(b), the DCAA auditor is an authorized representative of the Contracting Officer for examining vouchers received directly from the Contractor. Those costs claimed, which are determined by the DCAA auditor to be unallowable or suspended, will be identified on DCAA Form 1 "Notice of Contract Costs Suspended and/or Disapproved", which will be issued to the Contractor with a copy to the cognizant ACO. On such actions of suspended or disapproved costs, the Contractor may appeal, in writing, to the cognizant ACO, who will make a determination promptly in writing. Any final decision by the Contracting Officer may be appealed thereafter in accordance with the provisions of FAR 52.233-1 Disputes (JUL 2002) ALT I (DEC 1991).

Invoices requesting interim payments under this cost reimbursable contract shall be submitted once a month. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice, except for adjustments to annual indirect rates which will be ascertained at time of audit. The Contracting Officer may disallow charges older than 90 days.

Incurred cost invoiced shall be in accordance with FAR 52.216-7, Allowable Cost and Payment (DEC 2002). (Cost Reimbursable subcontractor invoices must contain the same format and level of detail specified for the prime). The invoice shall contain a summary section for the contract as a whole and for each contract task order. Billing data shall show current and cumulative totals to date for each cost element. Detailed summaries for contract task orders (CTO) shall report billing data for all cost elements to the third WBS level. The following minimum detail is

required at the third WBS level, at the CTO summary level, and the contract summary level unless otherwise directed by the Contracting Officer:

- (1) Contract Number and Invoice Number (numbered sequentially from “1”).
  - (2) CTO Number, project title and brief description of work.
  - (3) Direct Labor. Provide regular and premium direct labor hours specifying labor category and labor hours used. Provide an alphabetical listing by employees including: a record of time worked showing the name of the individual, labor classification for function performed, hours worked, hourly rate paid and total paid to each individual. Current labor charges must be able to be substantiated by individual daily job time cards.
  - (4) Material. Charges are to be substantiated by evidence of actual payment and shall include all cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. This shall include a brief but specific explanation of current charges.
  - (5) Subcontract. Provide an information copy of each invoice and identify the period of performance. Provide a list summarized for each vendor which shows the vendor’s name, amount billed, and date paid. For cost reimbursement subcontracts, show the amount of fee separate from the cost of performance.
  - (6) Travel, Relocation and Per Diem. Reimbursement of travel costs will be in accordance with the Joint Travel Regulation (JTR) as determined applicable by the Contracting Officer. Reimbursement of relocation costs will be in accordance with FAR 31.205-46. Current travel amounts are to be supported with expense reports and receipts and the following data for each trip: (i) dates of travel; (ii) mode of transportation and costs; (iii) point of origin; (iv) destination; (v) name of traveler; (vi) reason for travel; and (vii) per diem rates.
  - (7) Other Direct Costs (ODCs). Provide a list summarized per ODC category which shows the vendor’s name, amount billed per vendor, and date paid. This list shall be supported by a copy of the receipt, if applicable. For in-house effort, show how the cost was computed.
  - (8) Facilities Costs.
  - (9) Equipment. Identify and segregate the costs associated with Contractor-Acquired equipment, rental equipment and Contractor-Owned equipment (expensed using an equipment usage rate). Provide a list summarized for each vendor which shows the vendor’s names, amount billed, and date paid. The list shall reflect the period of performance and shall be support by a copy of receipts or subcontractor invoices for the charges.
  - (10) Transportation and Disposal Costs.
  - (11) Indirect Costs. Identify rates, bases, and amounts.
  - (12) Award Fee Paid. **REMOVED** See G-14
- e. Upon approval by DCAA of the contractor’s billing system, electronic vouchering procedures will be implemented that will require the contractor to submit vouchers and back-up data by electronic means.

#### G.14 AWARD FEE CALCULATION AN

#### G.14 AWARD FEE CALCULATION AND PAYMENT

- a. Maximum Award Fee rates for both prime and subcontract costs will be fixed at 10%.

b. Each task order will contain a maximum award fee which will be established by multiplying the total contract task order amount (less **Other, Contractor furnished Equipment and Facilities, Cost Reimbursable Contractor furnished Material**, and fee on cost reimbursable subcontracts at any tier) by 10%.

The award fee pool will NOT be adjusted for cost overruns or when an order has been completed at less than the total estimated cost. Adjustments to the award fee WILL be made for modifications which cause an increase or decrease to the "scope" of the task order. **(NOTE: ALL REWORK WILL BE NON-FEE BEARING).**

c. For award fee period, the available award fee (or award fee pool) will be calculated by the Government developing a percentage of physical completion for each task order at the end of each award fee period.

d. The Contractor will be given an award fee rating based on performance as measured against the elements incorporated in the Award Fee Plan (Attachment JG-1).

e. For any task order which is not 100% complete within an evaluation period, no less than 10% of the available award fee will be retained until the completion of the task order. Upon completion, all remaining award fee for the task order will be eligible for evaluation.

f. The award fee rating is a Government determination NOT subject to FAR 52.233-1 Disputes. (OCT 1995) ALT I (DEC 1991).

NOTE: For cost reimbursable subcontracts no fee shall be charged against any subcontractors' fees. This prohibition of "fee on fee" for cost reimbursable subcontracts shall apply to all tiers of subcontracting.

g. Award Fee Payment. Modifications to the current contract task order(s) (CTO) or a separate CTO may be issued upon the determination of the award fee amount using the procedures in the Award Fee Plan (Attachment JG-1). The Contract Line Item will be firm fixed price and will be invoiced for using the DD Form 250 and the established procedures for Firm Fixed Price Invoicing.

The following have been deleted:

G.11 INVOICING INSTRUCTIONS F

(End of Summary of Changes)